

"DECREE"

Margaret Englar, Robert H. Englar
and Catherine S. Englar, his wife,
VS.

Jesse E. Clark, Donald S. Englar,
Defendants, and The Human Bridge
Crossing and Trust Company,
Plaintiffs

NO. 14,379 EQUITY.

In the Circuit Court for Frederick County,
Sitting as a Court of Equity.

May Term, 1941.

The above cause standing ready for a hearing, and being submitted, the Bill, Answer, Exhibits,.....
testimony.....and all other proceedings were by the Court read and considered

It is thereupon, this 18th day of June,.....in the year nineteen hundred and forty-one
by the Circuit Court for Frederick County, as a Court of Equity, and by the authority of said Court, ad-

judged, ordered and decreed, that the land and premises mentioned in these proceedings be sold, except
the two parcels owned and in the evidence as indicated to be conveyed
by the deeds of which Exhibits 14 and 15 are certified copies and that a
sum equal to three-fourths of the amount aggregating \$110.00 received by
the Plaintiff, Jesse E. Clark, as the consideration for said conveyances,
shall be deducted from the share (being 1/4) of said Defendant in the
proceeds of sale of the land hereby decreed to be sold and shall be added to
the total of the shares in said proceeds to which the other parties are entitled
and that.....Harmon and Ursula and Jacob Rohrbach Esqrs.

of Frederick County, be, and they are hereby appointed Trustees to make the said sales, and that
the course and manner of their proceedings shall be as follows: they shall first file in the

Clerk's office of this Court, a BOND to the State of Maryland, executed by them with a surety, or sure-

ties, to be approved by the Court, or the Clerk, thereof, in the penalty of four thousand
if corporate surety is given and eight thousand dollars if personal surety is given,
Dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or which

may be reposed in them by any future order, or decree in the premises. they shall then

proceed to make sale of the said Real Estate, having first given at least three weeks previous notice, in-

serted in some newspaper printed in Frederick County, and such other notice as they may think prop-

er of the time, place, manner and terms of sale; which terms shall be as follows: One half of the pur-

chase money to be paid in cash on the day of sale, or on the ratification thereof by the Court, the resi-

due in six months from the day of sale.....the purchaser or purchasers giving his,

her, or their notes, with approved security and bearing interest from the day of sale, or all cash

at the option of the purchaser or purchasers

and as soon as may be convenient after any sale or sales, the said Trustees shall return to this Court
a full and particular account of the same, with an affidavit of the truth thereof, and of the fairness of
such sale or sales annexed, and on the ratification of such sale or sales by the Court, and on payment of
the whole purchase money, and not before, the said Trustees, by a good and sufficient deed to be execut-
ed and acknowledged agreeably to law, shall convey to the purchaser or purchasers of the said property,
and to his, her or their heirs, the property to him, her or them sold, free, clear, and discharged of all
claim of the parties to this cause, and of any person or persons claiming by, from, or under them; and
the said Trustees shall bring into this Court the money arising on such sale or sales, and the bonds or
notes which may be taken for the same, to be disposed of under the direction of this Court, after de-
ducting therefrom the costs of this suit, and such commission to the said Trustees as the Court shall

think proper to allow, on consideration of the skill, attention and fidelity wherewith they shall ap-

pear to have discharged their trust.

Arthur D. Hillard